

INVITATION TO BID

The Town of Newington will accept bids for automated recycling collection service. All bids must be submitted in accordance with Town specifications and on forms supplied by the Town. Bid forms and specifications are available in the office of the Town Manager, 131 Cedar Street, Newington, CT 06111 and on line at www.newingtonct.gov, under Doing Business, Current Bids. Sealed bids will be received at the Office of the Town Manager until 2:30 PM on June 6, 2012, when they will be publicly opened. The Town of Newington reserves the right to reject any or all bids.

John L. Salomone
Town Manager

Bid No. 5, 2011-12

TOWN OF NEWINGTON

BID SPECIFICATIONS

AUTOMATED RECYCLING COLLECTION SERVICE

A. INTENT

It is the intent of these specifications to select a contractor to provide automated recycling collection services within the Town of Newington for a thirty six (36) month period beginning on July 1, 2012.

B. BID PROCEDURES

1. All bids shall be submitted on forms provided by the Town of Newington and addressed to the Town Manager's Office, Town Hall, 131 Cedar Street, Newington, CT 06111. Bids will be received until 2:30 p.m. on June 6, 2012 in the Town Manager's Office, when they will be opened publicly. Sealed bid envelopes should be clearly labeled "BID NO. 5, 2011-12, AUTOMATED RECYCLING COLLECTION SERVICE".
2. The Town reserves the right to waive informalities or reject any or all bids when such action is deemed in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. All exceptions of the bidder to the terms and specifications of this bid shall be made in writing and submitted in full with the Bid Form. For all other terms and specifications, submission of a bid constitutes acceptance by the bidder. Conditional bids may not be considered.

C. INQUIRIES AND ADDENDA

Any questions regarding this bid shall be addressed to the Newington Highway Department Sanitation Division, 131 Cedar Street, Newington, CT 06111, telephone (860) 667-5874. All inquiries shall be made prior to 3:30 PM on June 1, 2012 to allow for sufficient time for the preparation and posting of an addendum, should one be necessary. All addenda shall be posted on the Town's website, www.newingtonct.gov, under Doing Business, Current Bids, at least 24 hours prior to the scheduled Bid Opening. All bidders are responsible for checking the Town's web site for the presence and content of any addenda. If an addendum is issued, it shall be acknowledged by the bidder on the Bid Form. Failure to do so on the part of the bidder is sufficient grounds for rejection of their bid.

D. BID BOND

Each bidder shall submit with the Contract Proposal a surety company bid bond or certified check made payable to the Town of Newington in the amount of thirty five thousand

dollars (\$35,000), guaranteeing that the bidder will furnish final performance, as required in the attached contract, if the bid is accepted by the Town of Newington. Any surety company bond shall be issued from a surety company either licensed or approved by the State of Connecticut Insurance Commissioner and which has an A.M. Best rating of A-VII or better. Any certified check shall be issued by a bank located in the State of Connecticut.

E. SPECIFICATIONS

The Contract and Bid Form attached are an integral part of these specifications and shall be made a part thereof.

F. BIDDER QUALIFICATIONS

Only proposals from responsible bidders qualified to perform the work specified and capable of providing the high level of service to which the residents of Newington are accustomed will be considered. To assure qualification and capability, only those persons or firms who have engaged in the management of large scale (a route having 100 or more large container refuse and/or recycling pickups or 5,000 or more residential pickups per week) refuse and/or recyclables collection service, serving Connecticut for at least three (3) years shall be eligible. If requested by the Town, the bidder shall provide a signed statement of qualifications which shall list, among other things which the bidders wish to point out, Connecticut clients previously served, their addresses, the dates of such service and the number of regular weekly refuse/recycling pickups made in conjunction therewith.

G. EVIDENCE OF ABILITY TO PERFORM

The successful bidder must, within five (5) calendar days of notice of award, show satisfactory proof that acceptable vehicles, equipment and uniforms, as required by the specifications, have been purchased or are on order. Such proof must be established to the satisfaction of the Town Manager. Failure to do so shall be considered sufficient grounds for the Town to void the bid award and award the bid to the next lowest responsible bidder.

H. ACCEPTANCE PERIOD

The dollar amounts submitted under this bid shall remain in effect for a period of not less than 60 days from the date the bids are opened. The Town of Newington shall have the right to accept any of the bids at the prices submitted during that 60 day period.

I. BASIS OF AWARD

1. Contract award will be based on the total annual cost for all services combined, as determined by the Town, for the initial three year term of the contract. Contracts will not be awarded separately for individual items on the Bid Form. Contract award shall be based on the dwelling unit cost for collection of all acceptable recyclables from single stream automated collection containers at the curbside of private dwellings (3 units or less), the dwelling unit cost for collection of all

- acceptable recyclables from single stream automated collection containers at specified condominium complexes, the annual cost per dumpster for collection of all recyclables from single stream recycling dumpsters at specified condominium and elderly housing complexes, the per item cost for the collection of oversize metal items, and the annual cost per dumpster for the rental & weekly pickup at specified Town facilities and Board of Education buildings.
2. There are approximately 9,217 curbside private dwelling units (3 units or less) to be serviced as of July 1, 2012. It is expected that additional units will be served after July 1, 2012. The Town can not guarantee a minimum number. The Town intends to use 9,217 dwelling units for each of the three years as the basis for comparing bids.
 3. The number of single stream automated collection containers at specified condominium complexes and the number of single stream recycling dumpsters at specified condominium and elderly housing complexes are identified in Section IV (c) of the attached contract. These are the numbers to be serviced as of July 1, 2012. The various condominium complexes that use automated recycling containers have a total of 488 automated recycling containers (1 per dwelling unit) as of July 1, 2012. Also as of July 1, 2012, the remaining condominium and elderly housing complexes have a combined total of 43 recycling dumpsters. It is expected that additional containers and/or dumpsters will be served after July 1, 2012. The Town can not guarantee a minimum number. The Town intends to use the number of containers and dumpsters identified in Section IV (c) of the attached contract for each of the three years as the basis for comparing bids.
 4. From May 1, 2011 through April 30, 2012 there were 238 stops for heavy metal collection, and 96 additional items that were picked up during that period. The Town cannot guarantee a minimum number. The Town intends to use 238 pickups of one item and 96 additional items annually for each of the three years as the basis for comparing bids.
 5. All bid amounts shall be entered on the Bid Form. Amounts entered on Section XIII of the Contract portion will not be considered by the Town as the basis for comparing bids.
 6. Bidders shall enter bids for all items on the Bid Form. Submission of an incomplete bid is sufficient grounds for rejection of the bid by the Town.

J. COSTS

Costs for all items in the Contract and these specifications shall be included on the Bid Form. The Town's existing automated recycling collection contract expires on June 30, 2012, so the bidder must be able to provide automated residential curbside collection service to the Town beginning on July 1, 2012. Any expenses incurred by the bidder to begin service on July 1, 2012 shall be included in the bid amounts provided on the Bid Form.

RESIDENTIAL RECYCLABLES
AUTOMATED RECYCLING COLLECTION SERVICE
CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, 2012, by and between the TOWN OF NEWINGTON, a municipal corporation located in the State of Connecticut, acting herein by its Town Manager duly authorized and hereinafter referred to as the “Town”, and _____, of the State of Connecticut, acting herein by its President duly authorized, and hereinafter referred to as the “Contractor”.

WITNESSETH

WHEREAS, THE TOWN desires to secure recyclable material collection services for it residents: and

WHEREAS, the CONTRACTOR desires to furnish such recyclable material collection services, upon terms and conditions hereafter set forth;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements hereinafter contained, the parties hereto covenant and agree as follows:

I. DEFINITIONS

- (a) CONTRACTOR shall include the agents and employees of the Contractor.
- (b) DWELLING OCCUPANT shall mean the occupant of each separate dwelling unit whether or not in the same building with other dwelling units.
- (c) DWELLING UNIT shall mean a group of rooms located within a structure forming a single habitable unit used or intended to be used for living, sleeping, cooking and eating.
- (d) FARM shall mean a parcel of land as defined in the Zoning Regulation of the Town of Newington, Connecticut, 1993 revision, and actually operated as a farming business.
- (e) PERSON shall mean any institution, whether public or private; corporation, individual, partnership or other entity.
- (f) PREMISES shall mean land, building or other structures, trailers, vehicles or parts thereof upon or in which refuse and recyclables are stored.

- (g) RECYCLABLE MATERIALS shall mean paper (newspapers, junk mail magazines, catalogs and envelopes), clean cardboard and boxboard, paper egg cartons, paper bags, office and school papers, empty glass jars and bottles, aseptic packages, aluminum cans and clean foil, non toxic empty tin and steel aerosol cans, all plastic containers labeled #1 or #2 under three gallons and all plastic (food and beverage containers only) labeled #3 through #7 under three gallons, and any other items not listed but accepted by the receiving facility designated by the Town.
- (h) RECYCLING CONTAINER shall mean a blue, automated recycling collection container of the approximate size of 95 gallon, 65 gallon, or 35 gallon capacity used solely for the storage of recyclables.
- (i) RECYCLING DUMPSTER shall mean a front-end truck loading single compartment metal container for the storage of recyclables. Such container shall be six of (6) or (8) cubic yard capacity. Top covers and side access doors should be made of heavy duty plastic. Each container shall be painted blue and labeled "Single stream recycling only" in order to distinguish it apart from rubbish dumpsters.
- (j) SCRAP METAL shall mean household appliances, yard maintenance equipment, metal furniture, bicycles, furnaces, hot water heaters, air conditioning equipment, and any other metal items accumulated in and around residential premises.
- (k) TOWN MANAGER shall mean the duly appointed Town Manager or designated Acting Town Manager of the Town of Newington or his/her designated agent.

II. MATERIAL ACCEPTABLE FOR COLLECTION

The following recyclable material shall be subject to collection under this contract::

- (a) Newspapers, junk mail, magazines, and catalogs and envelopes.
- (b) Clean cardboard and boxboard
- (c) Paper egg cartons
- (d) Paper bags, office and school papers
- (e) Empty glass jars, bottles and aseptic packages (juice box, milk cartons) (rinsed)
- (f) Aluminum cans and clean foil, non-toxic empty tin and steel aerosol cans (rinsed)
- (g) All plastic containers as described in section I(g).
- (h) Any other items not listed but accepted by the receiving facility identified by the Town for the duration of this contract.

III. MATERIAL NOT ACCEPTABLE FOR COLLECTION

The following refuse shall be considered not acceptable for collection:

- (a) Any items not specified in Section I(g) or Section II.

IV. PLACES TO BE SERVED BY THE CONTRACTOR

- (a) The Contractor shall collect from the curbside of all dwelling units all recyclables acceptable for collection, and as noted in (b) and (c) of this section.
 - 1. With regard to service for Town buildings utilizing automated collection containers, each building shall be counted as one dwelling unit for billing purposes regardless of the number of containers at each location. The number of automated recycling containers at each Town building shall not exceed ten (10).
- (b) The Contractor shall also collect single stream recyclables from:
 - 1. The Town Hall, Cedar Street; emptied each Tuesday; and supply two (2) six yard single stream dumpsters
 - 2. Newington High School, Willard Avenue; emptied each Tuesday; and supply two (2) six yard single stream dumpsters
 - 3. Middle Schools and Elementary Schools: John Wallace Middle School, Halleran Drive; Martin Kellogg Middle School, Harding Avenue; Ruth Chaffee Elementary School, Superior Avenue; Elizabeth Green Elementary School, Thomas Street; John Paterson Elementary School, Church Street; and Anna Reynolds Elementary School, Reservoir Road; emptied each Tuesday; and supply one (1) six yard single stream dumpster at each school
 - 4. Landfill, Main Street; emptied each Tuesday; and supply one (1) eight yard single stream dumpster
 - 5. Highway Department, Milk Lane; emptied each Tuesday; and supply one (1) eight yard single stream dumpster
- (c) The Contractor shall also collect acceptable recyclables from the following condominium and elderly housing complexes and, where noted, furnish single stream recycling dumpsters. Condominium dwelling units not noted as being serviced by recycling dumpsters will utilize the Town supplied automated recycling containers to be collected from within the complex:

<u>Condominium Complex</u>	<u>Address</u>	<u># of units</u>	<u># of automated containers</u>	<u># of dumpsters</u>
Brinley Commons	Brinley Way	30	0	1
Churchill Bridge I & 2	Churchill Drive	226	226	0
Colonial Manor	Willard Avenue	36	0	1
Countryside	Webster Court	168	0	3
Crownridge	Crownridge Road	73	73	0
Deerfield	Willard Avenue	66	0	2
Foxboro	Foxboro Drive	92	0	1
Foxboro/Chase	Foxboro Drive	70	0	2
Glen Oaks	Cottonwood Rd / Cypress Rd	462	0	14
Horizon Hill	Horizon Hill Road	36	36	0
Hunter's Green I	Steeplechase Drive	82	82	0
Hunter's Green II	Mallard Lane/ Quail Court	32	32	0
Maple Glen	Sunrise Circle	75	0	1
Millbrook Village	Millbrook Court	74	0	1
Piper Brook	Rosemary Lane	43	0	1
River Camp	River Camp Drive	39	39	0
Robin Brook	Robin Brook Drive	40	0	1
Royal Villa	Hampton Court	99	0	3
Seven Cities	Coronado Drive	77	0	2
Westchester	Surrey Drive	51	0	1
Williamstown	Williamstown Ct. & Moylan Ct.	142	0	2
Woodsedge	Woodsedge Drive	135	0	4
<u>Elderly Housing</u>				
Keleher Village	West Hill Road	40	0	1
Cedar Village	Cedar Street	40	0	1
New Meadow	Mill St Extension	26	0	1

(d) The following types of establishments shall not be rendered recycling collection service.

1. Farms.
2. Business, industrial, and other commercial establishments.
3. Federal and State institutions and establishments.
4. Non-public schools and churches, provided rectories, parsonages, and other single family dwellings connected therewith shall not be provided service as residential premises.
5. Dwelling units within apartment complexes or buildings containing more than three (3) apartments, except by written authorization of the Town Manager.

6. Condominium complexes not approved by the Town Manager under Chapter 332, Article II, §332-4 B of the Newington Code of Ordinances.

V. TIME AND FREQUENCY OF COLLECTION

- (a) All recyclables from residential dwelling units shall be collected by the Contractor according to the following schedule:
 1. Curbside collections of single stream automated recycling containers from single family dwelling units (3 units or less), and Town Facilities utilizing automated recycling containers shall be made on a bi-weekly schedule approved by the Town Manager, on the same day as regular household refuse pick up.
 2. Curbside collection of single stream automated recycling containers from condominium complexes shall be made on a bi-weekly schedule approved by the Town Manager, on the same day as regular household refuse pick up.
 3. Collection of condominium and elderly housing complexes using single stream recycling dumpsters shall be made weekly on a schedule approved by the Town Manager, currently each Tuesday.
 4. Collection of Town facilities and schools using single stream recycling dumpsters shall be made each Tuesday in accordance with Section IV (b).
 5. Scrap metal shall be collected weekly from the curbside of public streets or at designated areas within condominium complexes or elderly housing complexes, on a schedule approved by the Town Manager, currently each Tuesday. The Town will forward the collection list of addresses electronically to the Contractor the day before the scheduled collection.
- (b) No change in such schedule shall be made without the written approval of the Town Manager except in a situation relevant to subsection (e) below. No substantial changes of greater than two hours shall be made to a collection pattern: i.e. collection of a dwelling unit which is normally done at 10:00 a.m. may not suddenly be changed to 6:00 a.m. without written consent of the Town Manager.
- (c) All acceptable recyclable material scheduled for collection on a particular day of the week pursuant to subsection (a) above, shall be removed by the Contractor before 4:00 p.m. on such day.

- (d) Collection activities shall not start before 6:00 a.m. (8:00 a.m. for condominiums and elderly housing complexes) nor continue after 4:00 p.m.
- (e) Collections shall not be made on Christmas Day and New Year's Day and on other days when the designated disposal site is closed, provided that when a holiday or closing falls on a scheduled collection day, collections may be rescheduled no more than one day later for the balance of the affected week with the approval of the Town Manager. The Town shall not be responsible for defraying any additional costs associated with such rescheduling.
- (f) When the Town Manager determines that collections must start earlier than 6:00 a.m. due to inclement weather, the Contractor agrees to revisit the streets where collection took place earlier than 6:00 a.m. on that day during the following day to empty any containers that may have not been out prior to 6:00 a.m. In the event a collection day is cancelled by the Contractor due to inclement weather after beginning the normal route for that day, the Contractor will return the following day and re-collect the entire route.

VI. PLACE OF COLLECTION CONTAINERS

- (a) All recyclables shall be collected from the public street curb or shoulder except for those condominium and elderly housing complexes noted herein, and those subsequently approved by the Town Manager, which are serviced by recycling dumpsters or automated recycling containers. In such complexes, the location for the collection of recyclables shall be approved by the Town Manager. The Contractor shall not enter any building or structure to collect recyclables under this contract.
- (b) All emptied automated recycling containers shall be reset at the street curbside, lids closed, in an upright position in approximately the same area where placed by the dwelling occupant. Containers shall not be reset such that they block exit/access to driveways. Drivers will make an effort to manually move containers blocked by parked cars or other obstructions to empty container.
- (c) All recyclables covered in this Contract shall be placed by residents in designated recycling dumpsters, or in the Town-supplied automated recycling containers. Scrap metal shall be placed at the curbside of public streets or adjacent to refuse dumpster in designated condominium or elderly housing complexes noted in this contract.

VII. DISPOSAL OF RECYCLABLES

- (a) The Contractor shall, without additional cost, use facilities to be provided or made available by or through the Town of Newington for the disposal of recyclables collected under this contract. The Town Manager shall designate the site for disposal which site shall be within a thirty five (35) mile radius of the Town of Newington. A change of facilities which places the location of disposal beyond said radius during the contract period shall cause the charges specified under this contract to be subject to negotiation to determine and increase, if justified, such charges warranted by the change in the distance for hauling. These charges will be paid directly to the Contractor by the receiving facility as outlined in Newington's disposal contract.
- (b) All recyclables collected shall be delivered daily to the site (s) designated by the Town Manager in accordance with Section VII (a) herein. From July 1, 2012 through November 15, 2012 the disposal facility shall be CRRM MID CONN FACILITY located at 300 Maxim Road, Hartford Connecticut. From November 16, 2012 through June 30, 2015 the disposal facility shall be Murphy Road Recycling, LLC, located at 655 Christian Lane, Berlin, Connecticut. The Town, at its discretion and at any time, may change the disposal facility location without penalty, provided the disposal facility shall remain within the 35 mile radius.

VIII. SALVAGE

The Contractor shall not have the right to salvage and/or sell any recyclable items within the duration of this contract. All recyclables collected curbside through automated collection or by dumpsters shall be delivered to the designated facility as described in section VII (a). Weekly curbside collection of oversized metal items as described in section XIV (d) shall be delivered to and properly placed in the designated area for such items at the Newington Landfill/Recycling Center located on Main Street in Newington.

IX. EQUIPMENT

- (a) All vehicles used for the collection and disposal of recyclable materials from residential homes and condominium complexes utilizing automated containers shall be fully automated for container curbside service. Collection shall not be done in a manual fashion.
- (b) Vehicles used for the collection of recyclable scrap metal, specifically appliances containing Freon or PCB capacitors, shall collect, transport, and dispose of such material in a manner that prevents the accidental release of Freon or PCB oil from the appliance.

- (c) The Contractor shall keep all such vehicles and equipment in good operating condition to assure adequate and prompt collection and disposal of recyclable material. The Contractor shall keep the interiors of said vehicles and equipment reasonable clean and odorless considering the nature of the work and shall comply within twenty-four (24) hours with any order of the Town Manager to rectify any unclean or odorous condition. All vehicles shall have their sump-drain and seals in place to prevent leakage/spillage from the vehicle.
- (d) Every truck or vehicle used for the collection and disposal of recyclable material shall be kept clean and well painted on the outside and shall have a uniform color scheme with the concept of recycling being promoted through use of logos and lettering.
- (e) The Contractor shall provide all employees with suitable work uniforms or coveralls. All employees working roadside shall be provided with, and wear brightly-colored safety vests.
- (f) The Contractor shall maintain all vehicles in strict compliance with federal and state motor vehicle laws and regulations. Failure to do so shall be grounds for termination of this contract.

X. CONTRACT DURATION

- (a) This contract shall be for thirty six (36) months, beginning July 1, 2012 and ending June 30, 2015, provided the contract is not earlier terminated for cause by the Town of Newington. However, upon written mutual agreement and negotiation of fees and terms between the Town of Newington and the Contractor, this contract may be extended for up to three (3) times. Each such extension shall be for a three year period. In no event shall the contract be extended beyond June 30 2024. If the Contractor is desirous of extending the then existent contract, the Contractor must notify the Town Manager, in writing, to that effect not less than ninety (90) days before the expiration date of this contract or any extension previously agreed to in writing by both parties and shall comply with the provisions of Section XI “BOND AND INSURANCE” of this contract.

XI. BOND AND INSURANCE

- (a) Contractor hereby warrants and represents that it shall, on or before the effective date of this contract and prior to the start of each subsequent fiscal year (July 1st), file with the Town Manager a Performance Bond covering faithful performance of the contract and payment of obligations arising thereunder. Such bonds shall be in the full amount of the annual cost for service during the ensuing fiscal year, as a guarantee that the terms of the contract shall be complied with in every particular. These bonds shall be issued from a surety company either licensed or approved by the State of

Connecticut Insurance Commissioner and which has an A.M. Best rating of A-VII or better. These bonds shall clearly state that on default by the Contractor the surety company shall pay all payables associated with this contract that are outstanding. The posting of a bank account passbook with the principal assigned to the Town of Newington and having a balance equal to said pro-rata cost for service may be substituted in lieu of said surety bond. Any interest credited to such bank account shall accrue to the Contractor.

- (b) Contractor hereby warrants and represents that it will file with the Town Manager prior to the commencement of service hereunder, and prior to the start of each subsequent fiscal year (July 1st), a workers' compensation insurance policy, meeting the requirements of the State of Connecticut Worker's Compensation Law, written in a form satisfactory to the Town Manager, and including the interests of the Town of Newington and that said workers' compensation insurance policy shall be renewed or kept in effect by the Contractor throughout the term of this contract.
- (c) Contractor hereby warrants and represents that it shall furnish a certificate of insurance to the Town Manager for the following insurance coverage within ten (10) days from contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town of Newington will receive thirty (30) days notice of any cancellation, non-renewal or reduction in coverage and limits originally provided, and ten (10) days notice for non-payment of premium.
 - 1. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations.

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Combined Single Limit for personal injury or property damage or both combined.
 - 2. Comprehensive Automobile Liability covering liability arising out of all owned, non-owned, hired or leased vehicles.

\$1,000,000 Each Accident

Combined Single Limit for bodily injury or property damage or both combined.

3. Owners Protective Liability, in the name of the Town of Newington and all elected or appointed boards and commissions, officials, directors, officer, employees and volunteer member of the police or fire departments with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

Combined Single Limit for bodily injury or property damage or both combined.

4. Commercial umbrella coverage including as insured's all entities that are additional insured on the Commercial General Liability coverage.

\$1,000,000 Each Occurrence

- (d) Contractor's insurance shall be primary over any other valid and collectible insurance, and the Contractor's insurer shall not seek contribution from other insurance available to the additional insured. Any deductibles are the sole responsibility of the Contractor, including claim handling and legal expenses. All exclusions or restrictions of coverage not found in standard policies shall be clearly identified to the Town.

On all policies, the Town is to be named as an additional insured, and all certificates of insurance must be on file in the Town Manager's office. Contractor further warrants and represents that said policies shall be renewed or kept in effect by the Contractor through the term of the contract.

XII. HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the Town of Newington and its respective officers, employees, agents and/or servants against all demands, claims, actions, or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Newington, resulting from or arising out of:

- (e) Any breach by Contractor or the terms of the bid specifications, or
- (f) Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents, and/or servants of the Town of Newington or the contractor or subcontractors or material men, or
- (g) Any injuries sustained by or alleged to have been sustained by any member of the public or otherwise any or all person, or

- (h) Any damage to property, real or personal, (including property of the Town of Newington or its respective officers, agents or servants)

caused in whole or in part by the acts and omissions of the Contractor, any subcontractor, or any material men, or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Newington.

XIII. CONTRACT PAYMENTS

- (i) Billings to the Town of Newington for recyclable collection under this contract shall be made monthly by the Contractor. The initial billing shall be based upon: the total number of dwelling units for which Certificates of Occupancy have been issued for residential curbside dwelling units served during the first month of the contract at the rate specified in Section XIII (a) herein; the total number of dwelling units for which Certificates of Occupancy have been issued for condominiums serviced with automated recycling containers, at the rates specified in Section XIII (b) herein; the total number of dumpsters serviced as identified in Section IV (c) at the rate specified in XIII (c); in addition to payments for other services provided at the rates specified in Section XIII (d) and Section XIII (e), (f), (g), (h) and (i). Thereafter, the billings shall be based upon the initial number of such dwelling units in addition to other services provided, plus any additional dwelling units and dumpsters which may be added to the list by the issuance of Certificates of Occupancy less any dwelling units which may be taken off the list by order of the Town Manager. The annual unit price per each additional dwelling unit or dumpster shall be pro-rated on a monthly basis from the date service is extended to such unit. The Contractor shall not give service to any additional residential curbside, condominium, or elderly housing dwelling units or dumpster, Town-owned facility or school, except upon receipt of a written notice from the Town to begin service. The Contractor shall cease to give service to any residential curbside, condominium, or elderly housing dwelling unit or dumpster, Town-owned facility or school, upon receipt of a written notification from the Town to terminate service.
- (j) Payment shall be made by the Town of Newington to the Contractor within thirty (30) days after receipt of invoice by the Town of Newington Finance Department. Invoices shall include detailed line item charges including: residential curbside container service charges [based upon the dwelling unit count in accordance with Section XII (a) herein, the annual dwelling unit cost in accordance with Section XIII (a) and pro-rated on a monthly basis], Town-owned facilities service charges [in accordance with Section XIII (e), (f), and (i)], schools buildings service charges [in accordance with Section XIII (g and (h))], condominium automated collection container service charges [based upon the dwelling unit count in

accordance with Section XII (a) herein, the annual dwelling unit cost in accordance with Section XIII (b) and pro-rated on a monthly basis], condominium and elderly housing complex recycling dumpster service charges [based upon the dumpster count in accordance with Section XII (a) herein, the annual condominium and elderly housing complex 6 yard recycling dumpster cost per dumpster in accordance with Section XIII (c), and pro-rated on a monthly basis], and collection of oversized metal items charges [in accordance with Section XIII (d)], and other approved charges. Invoices shall also include: detailed line item charges for additional collection requested by the Town in accordance with Section XV (p) and credits or forfeits for failure to collect in accordance with Section XV (a).

- (k) The Contractor agrees to accept as full and complete payment for services under this contract, pro-rated monthly installments based upon the rate per dwelling unit served (Unit Price Per Residential Dwelling Unit Per Year) and the cost per dumpster, subject to adjustment as hereinafter provided; the rate per item for the collection of oversized metal items under Section XIII (d); and the monthly cost for services rendered under Section XIII (e), (f), (g), (h) and (i). The Town of Newington agrees to provide payment at said rates.

XIV. RATE SCHEDULE

The rate schedule for this contract shall be based on the following annual rates per dwelling unit, except as noted in (d), (e), (f), (g), (h) and (i) below:

(a) Collection of all acceptable recyclables from single stream automated collection containers at the curbside of private dwellings (3 units or less)

7/1/2012 to 6/30/2013	\$ XXXXX	annual dwelling unit cost
7/1/2013 to 6/30/2014	\$ XXXXX	annual dwelling unit cost
7/1/2014 to 6/30/2015	\$ XXXXX	annual dwelling unit cost

(b) Collection of all acceptable recyclables from single stream automated collection containers at specified condominium complexes.

7/1/2012 to 6/30/2013	\$ XXXXX	annual dwelling unit cost
7/1/2013 to 6/30/2014	\$ XXXXX	annual dwelling unit cost
7/1/2014 to 6/30/2015	\$ XXXXX	annual dwelling unit cost

(c) Collection of all recyclables from single stream recycling dumpsters at specified condominium and elderly housing complexes.

7/1/2012 to 6/30/2015	\$ XXXXX	collection, 6 yard recycling dumpster annual cost per dumpster
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(d) Collection of oversize metal items from the curbside of public streets, or at specified locations within designated condominium or elderly housing complexes.

7/1/2012 to 6/30/2015	Pickup of one item.....\$XXXXX
	Pickup of each additional item.....\$XXXXX

(e) Town Landfill/Recycling Center

7/1/2012 to 6/30/2015	Single stream recycling dumpster (1)(8 cubic yard) Rental; weekly pickup; annual cost...\$XXXXX
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(f) Town Hall

7/1/2012 to 6/30/2015	Single stream recycling dumpsters (2)(6 cubic yard) Rental; weekly pickup; annual cost...\$XXXXX each
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(g) Newington High School

7/1/2012 to 6/30/2015	Single stream recycling dumpsters (2)(6 cubic yard) Rental; weekly pickup; annual cost...\$XXXXX each
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(h) Middle and Elementary Schools

7/1/2012 to 6/30/2015	Single stream recycling dumpsters (1)(6 cubic yard) at each of the six schools Rental; weekly pickup; annual cost...\$XXXXX each
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(i) Highway Department

7/1/2012 to 6/30/2015	Single stream recycling dumpster (1)(8 cubic yard) Rental; weekly pickup; annual cost...\$XXXXX
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XV. NONDISCRIMINATION

- (a) The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical

disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Newington.

XVI. GENERAL PROVISIONS

- (a) The Contractor shall, for each and every failure to collect recyclables according to the time and schedule referenced in Section IV and V of this contract, forfeit to the Town of Newington five dollars (\$5.00) for each automated recycling container and fifty dollars (\$50.00) for each recycling dumpster. Such forfeiture shall only be effective for each failure to collect which has been investigated by a representative of the Town of Newington and wherein recyclables is found to have been left uncollected as a result of the Contractor's violation of the specifications of the contract. Furthermore, the Contractor shall, for each and every failure to collect recyclables according to schedule, forfeit an additional ten dollars (\$10.00) per day for each automated recycling container and one hundred dollars (\$100.00) per day for each recycling dumpster left uncollected beginning twenty-four (24) hours after the receipt of a written or oral notification of such failure to collect from the Town of Newington. The amounts so forfeited shall be deducted from a subsequent monthly payment due the Contractor.
- (b) The Contractor shall be responsible for any damage to private property caused by the negligence of its agents or vehicles. In cases where the Contractor's liability for damage to private property is in doubt, the Contractor agrees that the decision of the Town Manager shall be held to be the final decision. If the Contractor does not replace or repair any damage to private property caused by its agents or vehicles within ten (10) days of its receipt of a written notification of its liability from the Town, the Town Manager at his sole discretion shall cause the damaged property to be repaired or replaced and shall deduct the cost of any such repair or replacement from a subsequent monthly payment due the Contractor.
- (c) The Contractor shall be responsible for all damage to automated recycling containers or recycling dumpsters resulting from its carelessness. In cases where the Contractor's liability is in doubt, the Contractor agrees that the decision of the Town Manager shall be held to be the final decision. The Contractor, after receipt of a written notification from the Town of the Contractor's liability for a damaged automated recycling container, shall promptly replace such container or reimburse the owner therefore. If the Contractor does not replace such container or reimburse said owner within ten (10) days of notification of his liability for its damage, the Town Manager at his sole discretion shall have a container purchased and shall deduct the cost of such container from a subsequent monthly payment due the Contractor.

- (d) The Contractor shall immediately clean up and remove all spillage resulting from its carelessness and shall clean the area affected by such spillage thoroughly.
- (e) The Contractor shall collect, transport and dispose of all recyclables in accordance with this contract in a thorough and efficient manner least offensive to the public.
- (f) The Contractor will extend or discontinue the collection of recyclable material to individual dwelling units, individual condominium and elderly housing complexes, and individual Town owned facilities as the Town Manager may direct in writing.
- (g) The Contractor agrees to furnish all labor, materials and equipment necessary for the adequate and prompt collection and disposal of recyclable material from the Town of Newington. All employees of the Contractor emptying automated recycling containers shall wear brightly colored safety vests at all times.
- (h) The Contractor shall establish and maintain effective procedures to receive and promptly follow up on service complaints and communications from agents of the Town. Such procedures and any changes therein shall be made known to the Town Manager for his concurrence. The Contractor will handle all such communications and complaints promptly. The Contractor agrees to service all complaints within twenty-four (24) hours of receipt of the complaint by the Contractor.
- (i) All containers not emptied due to violations such as non-recyclable materials in the container shall be tagged, stating the reason container was not emptied, and a digital picture shall be taken of the violation and forwarded electronically to the Town prior to 8:30 a.m. the following day.
- (j) The Contractor will provide to the Town a daily list of all containers not emptied, including location address, time, and reason, prior to 8:30 a.m. the following day. Resident complaints not on the daily list or missed by the Contractor shall be emptied the following day.
- (k) The Town of Newington may permit other persons, firms, corporations or entities to collect and dispose of recyclable material, not now acceptable and/or presently scheduled for collection, and such permission shall not affect this contract.
- (l) The Contractor shall collect recyclable material in a manner which will keep it separated from other types of waste materials and in a condition acceptable to the Town designated disposal facility.

- (m) The Contractor shall comply with all Federal and State laws, rules and regulations, including those pertaining to Social Security, and unemployment and workers' compensation.
- (n) The Ordinances and Regulations of the Town of Newington relative to recycling collection and disposal are herein incorporated by reference as if fully set forth.
- (o) The Contractor shall also comply with applicable State Recycling Laws and those of the Town-designated disposal facility.
- (p) The Town may, at its discretion and at any time, direct the Contractor to return to any address or addresses in the Town of Newington to empty or collect any automated recycling container, recycling dumpster, or oversized metal item outside the provisions of Section XV (a) herein. The Contractor shall be paid an additional \$5.00 each for such stop or collection of automated containers or oversized metal items and \$50.00 each for such stop or collection of recycling dumpsters. If the amount forfeited in Section XV (a) herein should change in any contract extension from \$5.00 per dwelling unit or \$50.00 per dumpster for the first failure to collect recyclables, the amount paid to the Contractor to return outside the provisions of Section XV (a) herein shall be changed by an equal amount.

XVII. TERMINATION

- (a) If the Contractor fails to perform this contract in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the contract in default and, therefore, terminated and to award recyclable material collection service to another contractor. In this event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new contract price over the contract price herein provided for, both pro-rated to the period of time covered by the unexpired term of the contract at the time of default, and any additional expenses, including reasonable attorney's fees, incurred by the Town as a result of said default by Contractor.

XVIII. DISPUTE RESOLUTION

- (a) In the event of a claim that is not resolved between the two parties, the method of resolution shall be litigation in a court of competent jurisdiction, filed in the Superior Court for the Judicial District of New Britain, Connecticut. In the event of any inconsistencies between applicable general laws and the contract documents, the applicable general laws shall prevail. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this contract shall be valid and enforceable according to its terms. The validity, interpretation

and enforcement of this contract shall be governed by the laws of the State of Connecticut.

XIX. CONTRACT DOCUMENTS

- (a) The Invitation to Bid, the Bid Specifications, and any Bid Addenda as set forth in Exhibit A and attached hereto are an integral part of this contract and shall be made a part thereof. The Contractor's Bid Form and submittals, submitted for Town Bid No. 5, 2011-12, as set forth in Exhibit B and attached hereto are an integral part of this contract and shall be made a part thereof.

XX. NONASSIGNABILITY

- (a) The rights and obligations of the Contractor under this Contract shall not be assignable except with the written approval of the Town Manager. Any attempts by the Contractor, voluntarily or involuntarily, to assign any rights or obligations under this Contract shall constitute a breach of contract and may be declared in default at the option of the Town Manager. This contract shall be binding upon all the parties hereto and their respective heirs, executors, administrators, successors and assigns.

XXI. BANKRUPTCY, RECEIVERSHIP, INSOLVENCY

- (a) That if the Contractor shall be declared insolvent or adjudicated bankrupt, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if it shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution, then and forthwith thereafter the Town of Newington shall have the right as its option and without prejudice to its rights hereunder to terminate this contract.

XXII. NOTICES

- (a) Any order or notices required to be given under this Contract shall be in writing and sent by certified mail, return receipt requested, postage prepaid, or via electronic mail. If sent by certified mail, notice shall be deemed to have been given when deposited in the U.S. mails.
- (b) From the Town to the Contractor:
 - 1. _____
- (c) From the Contractor to the Town:
 - 1. Town Manager, Town of Newington, 131 Cedar Street,
Newington, CT 06111

This Agreement constitutes the entire Agreement between the Town and the Contractor and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and caused this contract to be executed in two original copies on the day and year first above written.

WITNESSES:

TOWN OF NEWINGTON
By Its Town Manager

John Salomone

(Company Name)
By Its President

(Name)

TOWN OF NEWINGTON
AUTOMATED RECYCLING COLLECTION SERVICE
BID FORM

Town Manager
131 Cedar Street
Newington, CT 06111

The undersigned hereby declares that no persons other than those named herein are interested in this proposal or in the contract proposed to be taken, that it is made without any connection with any other person making any proposal for the same service, that it is in all respects fair and without collusion or fraud, and that no person acting for or employed by the Town of Newington is directly or indirectly interested in this proposal, or in any portion of the profits which may be derived therefrom. This proposal is made with the understanding that it will be accepted or rejected within sixty (60) days from the date set for receiving bids. The undersigned recognizes the existence and contents of all bid addenda identified below. The undersigned further declares that he/she has carefully examined the annexed Invitation to Bid, Bid Specifications, and Contract and that he/she will comply with the terms thereof and furnish the service therein required at the following price(s):

Addendum No. Dated

BASE BID

Item A. Curbside Private Dwelling Single Stream Automated Collection (3 Units or Less)

July 1, 2012 to June 30, 2013 \$_____ Annual Cost per Dwelling Unit

July 1, 2013 to June 30, 2014 \$_____ Annual Cost per Dwelling Unit

July 1, 2014 to June 30, 2015 \$_____ Annual Cost per Dwelling Unit

Item B. Condominium Complex Single Stream Automated Collection

July 1, 2012 to June 30, 2013 \$_____ Annual Cost per Dwelling Unit

July 1, 2013 to June 30, 2014 \$_____ Annual Cost per Dwelling Unit

July 1, 2014 to June 30, 2015 \$_____ Annual Cost per Dwelling Unit

Item C. *Condominium & Elderly Housing Complex Single Stream Dumpster Collection*

July 1, 2012 to June 30, 2015 \$_____ Annual Cost per Dumpster

Item D. *Collection of Oversized Metal Items*

July 1, 2012 to June 30, 2015 \$_____ per Pickup of One Item

July 1, 2012 to June 30, 2015 \$_____ per Pickup of Each Additional Item

Item E. *Town Landfill/Recycling Center*

July 1, 2012 to June 30, 2015 \$_____ Annual Cost

Item F. *Town Hall*

July 1, 2012 to June 30, 2015 \$_____ Annual Cost per Dumpster

Item G. *Newington High School*

July 1, 2012 to June 30, 2015 \$_____ Annual Cost per Dumpster

Item H. *Middle and Elementary Schools*

July 1, 2012 to June 30, 2015 \$_____ Annual Cost per Dumpster

Item I. *Highway Department*

July 1, 2012 to June 30, 2015 \$_____ Annual Cost

COMPANY BIDDING:

Firm _____

Address _____

Fax _____

SUBMITTED BY:

Signature _____

Name _____

Title _____

Telephone _____

E-Mail _____